

<i>SERFF Tracking Number:</i>	<i>INGD-126641739</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>ReliaStar Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>45870</i>
<i>Company Tracking Number:</i>	<i>155581-10</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>155581-10</i>		
<i>Project Name/Number:</i>	<i>155581-10/155581-10</i>		

## Filing at a Glance

Company: ReliaStar Life Insurance Company

Product Name: 155581-10

TOI: A02I Individual Annuities- Deferred Non-Variable

Sub-TOI: A02I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: INGD-126641739 State: Arkansas

SERFF Status: Closed-Approved-Closed State Tr Num: 45870

Co Tr Num: 155581-10

State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Michele Michaud

Disposition Date: 06/15/2010

Date Submitted: 06/03/2010

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

## General Information

Project Name: 155581-10

Project Number: 155581-10

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/15/2010

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 06/15/2010

Created By: Michele Michaud

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Michele Michaud

Filing Description:

RE: RELIASTAR LIFE INSURANCE COMPANY, NAIC #229-67105, FEIN # 41-0451140

Form No. 155581-10 Individual Deferred Annuity Contract

Form No. 155582-10 Individual Deferred Annuity Contract

Form No. 156043-10 Roth 403B Endorsement designed for use with contract 155581-10

Form No. 156044-10 Roth IRA Endorsement designed for use with contract 155582-10

On behalf of ReliaStar Life Insurance Company, I am filing the above-mentioned forms for approval. These are new forms and are not intended to replace any other forms currently filed with your Department. We will apply our

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<i>Product Name:</i>	<i>155581-10</i>		
<i>Project Name/Number:</i>	<i>155581-10/155581-10</i>		

Company's normal underwriting rules without discrimination to all sales. Solicitation will be by Company representatives and by authorized broker dealers with whom the Company has selling agreements. The forms are in final printed form, subject to only minor modifications in paper size and stock, ink, border, company logo, adaptation to computer printing, and possible addition of a barcode.

Form Numbers 155581-10 and 155582-10 are individual deferred annuity contracts. These contracts were designed as flexible purchase payment annuities offering only fixed accumulation and fixed annuitization provisions. These contracts have a Premium Bonus on Purchase Payments made in the first contract year. Form 155581-10 has been designed to be used in the 403(b) market, while Form 155582-10 was designed for use as a traditional IRA.

Endorsement 156043-10, Roth 403B will be attached to contract 155581-10 when the participant selects Roth contributions in a 403(b) product. Likewise, endorsement 156044-10, Roth IRA will be attached to contract 155582-10 if Roth contributions will be made. We have not scored these forms for readability because these forms set forth requirements of the Internal Revenue Code, and as such are exempt from the Readability Act.

The Fixed annuity application form 137354 previously approved by your department on 12-11-09 will be used for these contracts. The application may be completed and submitted to the Company in either a paper or an electronic format.

The submitted forms were designed to be as easy to read as possible. The Contract forms 155581-10 and 155582-10 including the Data Pages, have achieved Flesch reading ease scores of 51.1 and 50.4 respectively.

We would like to begin issuing these forms as soon as possible; therefore your earliest review would be appreciated. If there are any questions or comments regarding this filing, please do not hesitate to contact me at (860) 580-2825, toll free at (800) 654-8065 (Ext. 5802825) or email me at Michele.Michaud@us.ing.com.

Thank you for your consideration.

## Company and Contact

### Filing Contact Information

Michele Michaud, Contract Analyst  
One Orange Way  
Windsor, CT 06095

Michele.Michaud@us.ing.com  
860-580-2825 [Phone]  
860-580-4842 [FAX]

### Filing Company Information

ReliaStar Life Insurance Company  
20 Washington Avenue South  
Minneapolis, MN 55401

CoCode: 67105  
Group Code: 229  
Group Name:

State of Domicile: Minnesota  
Company Type:  
State ID Number:

SERFF Tracking Number: INGD-126641739 State: Arkansas  
Filing Company: ReliaStar Life Insurance Company State Tracking Number: 45870  
Company Tracking Number: 155581-10  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
Variable  
Product Name: 155581-10  
Project Name/Number: 155581-10/155581-10

(860) 654-8065 ext. [Phone] FEIN Number: 41-0451140

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$125.00  
Retaliatory? Yes  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ReliaStar Life Insurance Company	\$125.00	06/03/2010	36975214
ReliaStar Life Insurance Company	\$75.00	06/15/2010	37217319

SERFF Tracking Number:	INGD-126641739	State:	Arkansas
Filing Company:	ReliaStar Life Insurance Company	State Tracking Number:	45870
Company Tracking Number:	155581-10		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.002 Flexible Premium
Product Name:	155581-10		
Project Name/Number:	155581-10/155581-10		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/15/2010	06/15/2010

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	06/15/2010	06/15/2010	Michele Michaud	06/15/2010	06/15/2010

<i>SERFF Tracking Number:</i>	<i>INGD-126641739</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>155581-10</i>		
<i>Project Name/Number:</i>	<i>155581-10/155581-10</i>		

## Disposition

Disposition Date: 06/15/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	INGD-126641739	State:	Arkansas
Filing Company:	ReliaStar Life Insurance Company	State Tracking Number:	45870
Company Tracking Number:	155581-10		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.002 Flexible Premium
Product Name:	155581-10		
Project Name/Number:	155581-10/155581-10		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Individual Deferred Annuity Contract		Yes
Form	Roth 403(b) endorsement		Yes
Form	Individual Deferred Annuity Contract		Yes
Form	Roth IRA Endorsement		Yes

SERFF Tracking Number:	INGD-126641739	State:	Arkansas
Filing Company:	ReliaStar Life Insurance Company	State Tracking Number:	45870
Company Tracking Number:	155581-10		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.002 Flexible Premium
Product Name:	155581-10		
Project Name/Number:	155581-10/155581-10		

# Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	06/15/2010
Submitted Date	06/15/2010
Respond By Date	07/15/2010

Dear Michele Michaud,

This will acknowledge receipt of the captioned filing.

### Objection 1

## No Objections

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$75.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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<i>Company Tracking Number:</i>	<i>155581-10</i>		
<i>TOI:</i>	<i>A021 Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A021.002 Flexible Premium</i>
<i>Product Name:</i>	<i>155581-10</i>		
<i>Project Name/Number:</i>	<i>155581-10/155581-10</i>		

## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	06/15/2010
Submitted Date	06/15/2010

Dear Linda Bird,

### Comments:

Thanks for catching this.

### Response 1

Comments: I have sent another \$75.00 filing fee.

### Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$75.00 is received.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thanks for your review.

Sincerely,

Michele Michaud



SERFF Tracking Number: INGD-126641739 State: Arkansas

Filing Company: ReliaStar Life Insurance Company State Tracking Number: 45870

Company Tracking Number: 155581-10

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable

Product Name: 155581-10

Project Name/Number: 155581-10/155581-10

## Form Schedule

### Lead Form Number: 155581-10

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	155581-10	Policy/Cont Individual Deferred ract/Fratern Annuity Contract al Certificate	Initial		51.100	155581-10 TSA.pdf
	156043-10	Certificate Roth 403(b) Amendmen endorsement t, Insert Page, Endorseme nt or Rider	Initial		0.000	156043-10 ROTH 403b final 6-2.pdf
	155582-10	Policy/Cont Individual Deferred ract/Fratern Annuity Contract al Certificate	Initial		50.400	155582-10 IRA.pdf
	156044-10	Certificate Roth IRA Amendmen Endorsement t, Insert Page, Endorseme nt or Rider	Initial		0.000	156044-10 ROTH FINAL 6-1.pdf

# RELIASTAR LIFE INSURANCE COMPANY

A Stock Company  
Home Office  
20 Washington Avenue South  
Minneapolis, MN 55401

## RIGHT TO EXAMINE AND CANCEL CONTRACT

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The Owner can request information at any time from the Company regarding the benefits and provisions of this contract. If for any reason you are not satisfied with the contract, you may return it within thirty (30) days of receipt. You may cancel this contract by giving written notice of cancellation to ING Service Center, PO Box 5050, Minot, ND, 58702-5050 (Service Center), or to the agent from whom you bought the contract and by returning the contract before midnight of the thirtieth (30th) day after the date you receive the contract. As soon as you return it, we will consider it void from the start and refund the full amount of any Purchase Payments we received for this contract. We will not refund any Premium Bonus applied to this contract.

This page, the following pages, the application and any incorporated endorsements make up the entire contract. This contract is a legal contract and constitutes the entire legal relationship between the Company and the Owner.

## NOTICE

This contract is a legal contract between you and ReliaStar Life Insurance Company. READ YOUR CONTRACT CAREFULLY.

We will make Annuity Payouts subject to the terms of this contract. You may change the Start Date, the Annuity Payout Option, or both, as shown in the contract.

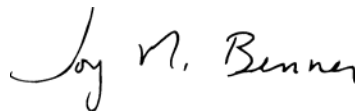
If you die while this contract is in effect, we will pay the Death Benefit when we receive written notice of death.

We issue this contract in consideration of the attached application and the payment of the Purchase Payments according to the terms of this contract.

The provisions on the following pages are a part of this contract, which is issued at Minneapolis, Minnesota.



President



Secretary

APPROVED \_\_\_\_\_

**INDIVIDUAL FIXED DEFERRED ANNUITY CONTRACT**  
**Nonparticipating**  
**FLEXIBLE PURCHASE PAYMENTS**  
**ANNUITY PAYABLE AT START DATE**

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# RELIASTAR LIFE INSURANCE COMPANY

## CONTRACT DATA PAGE

[TAX-SHELTERED ANNUITY CONTRACT]

### CONTRACT INFORMATION

**CONTRACT NUMBER** [123456789]

**OWNER** [John Doe]

**ISSUE DATE** [04/01/10]

**Minimum Initial Purchase Payment** [\$10,000 - \$50,000]

**Maximum Purchase Payment  
Without Prior Approval** [\$500,000 - \$1,000,000]

**Guaranteed Minimum Interest Rate** [1.00% - 3.00%] (annual effective yield)

**Premium Bonus** [3.00% - 6.00%] (available only on Purchase Payments made in the first Contract Year.)



## Section 1 - Definitions

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**Annuitant.** The person whose life determines the Annuity Payouts payable under the contract at the Start Date. The Owner is always the Annuitant.

**Annuity Payout.** A series of periodic payments to the Annuitant which do not vary in amount and are guaranteed as to principal and interest.

**Annuity Payout Date.** Unless we agree otherwise, the first business day of any calendar month in which an Annuity Payout is made under the contract.

**Beneficiary.** The person(s) named by you to receive any payments after your death.

**Code.** The Internal Revenue Code of 1986, as amended.

**Contingent Beneficiary.** The person(s) you name to become the Beneficiary if the Beneficiary dies before the Owner.

**Contract Anniversary.** The same day and month as the Issue Date each year that this contract remains in force.

**Contract Value.** The total of the Purchase Payments plus any Premium Bonus paid under this contract plus interest credited, but less any previous withdrawals, amounts used to provide Annuity Payouts and any applicable taxes.

**Contract Year.** Each twelve (12) month period starting with the Issue Date of the contract, and each Contract Anniversary after that.

**Distributee.** You or your surviving spouse as Beneficiary or your former spouse as alternate Annuitant under a qualified domestic relations order ("QDRO") within the meaning of IRC 414(p), as applicable.

**Employer.** Employer means the common law entity that established the Plan under which the contract was issued. The Employer must be an organization described in Code Section 403(b)(1)(A). If the Employer is a state or local government entity, the Employer includes all state or local government entities that are on a common payroll with the Employer to the extent eligible under Code Section 403(b)(1)(A). The Employer also may include other Code Section 501(c)(3) entities that are under common control with the Employer, as determined under Treasury Regulation Section 1.414(c)-5.

**Employer Annuity Amounts.** Employer Annuity Amounts means amounts attributable to contributions made to an annuity contract under Code Section 403(b)(1) (including earnings thereon) that are not elective deferrals. Employer Annuity Amounts do not include after-tax employee contributions or earnings thereon.

**Employer Custodial Amounts.** Employer Custodial Amounts means amounts attributable to contributions made to a custodial account under Code Section 403(b)(7) (including earnings thereon) that are not elective deferrals, and which are contributed to this contract pursuant to an intra-plan exchange or plan-to-plan transfer described in Section 4C.

**Intermediate Care Facility.** A facility which:

1. Is primarily engaged in providing, in addition to room and board, basic care under the supervision of a Physician;

2. Provides continuous basic care including physical, emotional, social and other restorative services twenty four (24) hours a day by or under the supervision of a Registered Nurse, or a Licensed Practical Nurse; and
3. Maintains a daily medical record of each patient.

**Licensed Hospital.** A Licensed Hospital means the following:

1. Is licensed as a hospital by the state in which it is located;
2. Is supervised by a staff of licensed Physicians; and
3. Operates primarily for the care and treatment of sick and injured inpatients for a charge.

**Licensed Practical Nurse.** A state licensed practical or vocational nurse (L.P.N.).

**Long Term Care Facility.** A Long Term Care Facility means any of the following:

1. A Skilled Nursing Facility;
2. An Intermediate Care Facility; or
3. A Residential Care Facility.

A **Long Term Care Facility** does not mean any of the following:

1. An institution that primarily treats drug addiction or alcoholism;
2. A home for the aged or mentally ill;
3. A community living center; or
4. An institution that primarily provides residency or retirement care.

**Notice of Terminal Illness.** A written statement acceptable to us, signed by a Physician, which:

1. Gives the Physician's diagnosis of your noncorrectable medical condition;
2. Includes documentation supported by clinical, radiological or laboratory evidence of the condition; and
3. States that, with reasonable medical certainty, the noncorrectable medical condition will result in your death in six (6) months or less from the date of the Notice.

At our expense, we reserve the right to have a Physician of our choosing examine you. In the event the Physician we choose provides a different diagnosis of your medical condition, we reserve the right to rely on the Notice from the Physician of our choosing.

**Outstanding Loan Balance.** The total of all existing loans, plus any accumulated loan interest, less any loan repayments.

**Owner (you, your).** The person named on the Contract Data Page to hold this contract and to exercise all rights and privileges under it.

**Physician.** An individual who is licensed to practice medicine and treat illness or injury in the state which the treatment is received and who is acting within the scope of that license.

**Plan.** The Employer's 403(b) plan pursuant to which this contract is issued, or, if applicable, any agreement under which information regarding this contract and the Employer's 403(b) plan is shared as required by Section 1.403(b)-10(b)(2)(C) of the Treasury Regulations.

**Premium Bonus.** A percentage of an applicable Purchase Payment(s) that is credited to your contract by us. This amount is in addition to the Purchase Payment(s). A Premium Bonus will only be credited on Purchase Payments received during the first Contract Year.

**Purchase Payments.** These include periodic payments made by salary reduction (other than designated Roth contributions), intra-plan exchanges into the contract, transfer or rollover payments paid to us on your behalf from another tax sheltered annuity or custodial account for regulated investment company stock that qualifies under Code Section 403(b), and rollovers from an eligible retirement plan described in Code Section 402(c)(8)(B).

**Registered Nurse.** A state licensed registered graduate professional nurse (R.N.).

**Required Distribution Date.** Generally, the first day of April of the calendar year after you reach age 70 1/2, or retire, whichever is later. However, for Contract Value as of December 31, 1986, the Required Distribution Date is the last day of the calendar year in which you attain age 75 or retire, whichever is later.

**Residential Care Facility.** A facility which:

1. Provides care primarily to meet the basic personal needs (such as feeding or personal hygiene) under the supervision of a Registered Nurse, a Licensed Practical Nurse, or a Licensed Vocational Nurse; and
2. Can provide such care to three or more persons.

**Restricted Elective Deferrals.** Restricted Elective Deferrals means elective deferral contributions made pursuant to a salary reduction agreement and the earnings on such contributions. However, if separately accounted for by the Company, Restricted Elective Deferrals do not include amounts held under a Section 403(b)(1) annuity contract as of December 31, 1988 provided such amounts were never transferred or exchanged into a Section 403(b)(7) custodial account.

**Skilled Nursing Facility.** A facility which:

1. Is primarily engaged in providing, in addition to room and board, professional services under the supervision of a Physician;
2. Provides continuous skilled nursing service twenty four (24) hours a day by or under the supervision of a Registered Nurse; and
3. Maintains a daily medical record of each patient.

**Start Date.** The date on which the entire Contract Value is used to purchase an Annuity Payout. As required by law, the Start Date will not be earlier than the date on which you reach age 59 1/2, unless you meet a permitted exception. Any Outstanding Loan Balance must be repaid before the entire Contract Value can be applied toward the purchase of an Annuity Payout on the Start Date.

**Terminal Illness.** A disability defined as a noncorrectable medical condition that, with reasonable medical certainty, will result in your death in six (6) months or less from the date of Notice of Terminal Illness signed by a Physician.

**we, us, our.** ReliaStar Life Insurance Company at its Home Office in Minneapolis, Minnesota.

**written, in writing.** A written request or notice signed, dated, and received at an address designated by us in a form we accept. You may ask us for the forms.



## Section 2 - The Contract

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### A. The Contract

The entire contract includes this contract, the Contract Data Page, the application, and any attached endorsements. All statements made by or on behalf of anyone covered by this contract are representations and not warranties. Only material misstatements found in the attached application may be used to cancel this contract or as our defense if we refuse to pay a claim.

### B. Modification of Contract

Only our President or Secretary may change this contract on our behalf. No agent or any other person may change this contract. Any change must be in writing.

## Section 3 - Purchase Payments

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### A. General

Purchase Payments must be in cash or a cash equivalent and are payable at our Service Center. We consider any payment we receive to be a Purchase Payment unless you tell us that it is a loan repayment.

You may make Purchase Payments at any time before the Start Date while the contract is in force. The initial Purchase Payment must at least equal the minimum as shown on the Contract Data Page. You may vary the amount and frequency of additional Purchase Payments, but they must be at least \$200 on an annual basis, unless we waive this minimum on a nondiscriminatory basis. We may choose not to accept an additional Purchase Payment(s), on a nondiscriminatory basis, if the additional Purchase Payment(s) cause(s) the total of all Purchase Payments received for this contract to exceed \$500,000.

### B. Contributions

Except in the case of a rollover contribution (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), 457(e)(16) and 402A(e)(1)), or as a result of an intra-plan exchange or plan-to-plan transfer described below, contributions to the contract must be made by the Employer. The Employer may not make contributions after the participant's death, except as permitted under Section 1.403(b)-4(d) of the Treasury Regulations.

### C. Contribution Limits

Contributions may not exceed the applicable limits under Code Sections 415 and 402(g).

Code Section 415 contains the maximum annual contribution limit for a participant under a Code Section 403(b) plan and includes Employer nonelective contributions (including matching contributions), Code Section 403(b) elective deferrals, and after-tax contributions. Any amounts identified to be in excess of this limit that remain in the contract shall be separately accounted for by the Company in accordance with Code Section 403(c).

Elective deferral contributions made to this contract and any other plans, contracts or arrangements of the Employer on behalf of the participant may not exceed the limits of Code Section 402(g). If the Company is notified that a contribution to the contract has exceeded the limits of Code Section 402(g) or any other applicable Code section, the Company will, upon receipt of appropriate instruction, distribute such contribution plus any earnings or interest and less any losses to the participant no later than April 15 of the year following the year of excess contribution or as otherwise permitted by the Code.

**D. Premium Taxes**

Some states impose a premium tax that may affect your Contract Value. If premium taxes are applicable in your state, we reserve the right to deduct those taxes from the Purchase Payment(s) upon receipt or from the Contract Value at a later date.

**E. Interest Crediting**

We will credit interest to the Contract Value beginning on the date we receive your Purchase Payment(s) until it is withdrawn. Interest will be credited and compounded daily to the Contract Value using the daily equivalents of effective yearly interest rates. This refers to the yield that results after interest has compounded daily for a full year.

We guarantee an effective yearly interest rate called the Guaranteed Minimum Interest Rate, which is shown on the Contract Data Page. We may credit interest in excess of the Guaranteed Minimum Interest Rate. Any interest rate in excess of the Guaranteed Minimum Interest Rate will be declared at the beginning of the period for which it is payable.

In setting interest rates, we consider many factors, including, but not limited to investment yield rates, taxes, contract persistency, and other experience factors. There may be more than one interest rate in effect at any time under this contract.

We will continue to credit interest to any portion of the Contract Value that is used as security for a loan from us. The interest credited to the portion of the Contract Value represented by the loan may be different than that credited to the rest of the Contract Value.

**F. Failure to Make Purchase Payments**

If Purchase Payments stop, this contract will stay in force and continue to earn interest until it is terminated in accordance with the terms of this contract.

**G. Premium Bonus**

We will credit a Premium Bonus equal to a percentage of each Purchase Payment received in the first Contract Year. The applicable percentage is shown on the Contract Data Page. Each Premium Bonus will be credited on the date we receive the associated Purchase Payment. We will credit interest on each Premium Bonus beginning on the date the Premium Bonus is credited to your contract.

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**Section 4 - Withdrawals**

**A. General**

You may request a full or partial withdrawal by sending us a written request. We reserve the right to deduct premium taxes, if applicable, and other state or federal taxes from the Contract Value on the date the withdrawal is taken. Withdrawals may be subject to a Withdrawal Charge as described below.

By law, we have the right to defer payment of withdrawals for up to six (6) months from the date we receive your request after making written request and receiving written approval of the Insurance Commissioner.

**B. Withdrawal Restrictions**

1. **In General.** Distributions from this contract shall be made only in accordance with the requirements of Code Section 403(b), the Treasury Regulations, and the Plan. The Company has no responsibility to make any distribution (including distributions due to loans, Annuity Payouts, qualified domestic relations orders, hardship withdrawals and systematic distribution options) from this contract until it has received instructions or information from the Employer and/or its designee in a form acceptable to the Company and necessary for the Company to administer this contract in accordance with Code Section 403(b), the Treasury Regulations, and the Plan.

2. **Restricted Elective Deferrals.** Withdrawals and other distributions attributable to Restricted Elective Deferrals shall not be paid from this contract unless the participant has (1) reached age 59 1/2, (2) had a severance from employment, (3) died, (4) become disabled (within the meaning of Code Section 72(m)(7)), or (5) incurred a hardship (in which case such amounts shall be limited to actual salary deferral contributions, excluding earnings thereon).
3. **Employer Annuity Amounts.** Withdrawals and other distributions attributable to Employer Annuity Amounts shall not be paid from this contract earlier than the participant's severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability as provided by the Plan.
4. **Employer Custodial Amounts.** Withdrawals and other distributions attributable to Employer Custodial Amounts that are transferred or exchanged into this contract shall not be paid from this contract unless the participant has (1) reached age 59 1/2, (2) had a severance from employment, (3) died, (4) become disabled (within the meaning of Code Section 72(m)(7)), or (5) incurred a hardship (in which case the portion of the Employer Custodial Amounts available for hardship shall be limited to the Employer Custodial Amount balance held as of December 31, 1988 provided such balance is separately accounted for by the Company.)
5. **Separate Accounting.** If this contract includes both Restricted Elective Deferrals and other contributions and the Restricted Elective Deferrals are not separately accounted for by the Company, distributions may not be made earlier than the later of (1) any date permitted under Paragraph 2 of this Section B, and (2) any date permitted under Paragraph 3 or 4 of this Section B, whichever is applicable, with respect to contributions that are not Restricted Elective Deferrals.
6. **Exchanges and Transfers.** With respect to amounts exchanged or transferred to this contract pursuant to Section 4C, this contract imposes distribution restrictions that are not less stringent than those imposed under the contract being exchanged or under the transferor plan, whichever is applicable, in accordance with Section 1.403(b)-10(b)(2) of the Treasury Regulations.
7. **Exceptions.**
  - a. Notwithstanding any other provision in this Section B, withdrawals and other distributions are permitted to be paid from this contract to the extent (a) allowed by applicable law, (b) described in Section 3C, (c) required by a qualified domestic relations order within the meaning of Section 414(p), or (d) the withdrawal is a qualified reservist distribution described in Code Section 72(t)(2)(G).
  - b. If the Employer informs the Company that the Plan has been terminated in accordance with Section 1.403(b)-10(a) of the Treasury Regulations, the Company shall distribute this contract or the accumulated benefits thereunder in accordance with the requirements of Code Section 403(b) and the Treasury Regulations.
  - c. Subject to the terms of the Plan, withdrawal restrictions described in Section B do not apply to amounts attributable to contributions that are eligible rollover distributions as described in Section 1.403(b)-10(d) of the Treasury Regulations and that have been separately accounted for by the Company.

**C. Intra-Plan Exchanges and Plan-to-Plan Transfers**

Subject to the terms of the Plan, tax-free exchanges within the Plan and plan-to-plan transfers involving this contract, including transfers to a governmental defined benefit plan to purchase permissive service credits within the meaning of Code Section 415(n), may be allowed to the extent permitted by law.

**D. Order of Withdrawal**

Withdrawals will be made on a last-in, first-out basis. The most recent Purchase Payment, Premium Bonus and interest accrued thereon will be the first to be withdrawn from the Contract Value.

**E. Withdrawal Charge**

We may assess a Withdrawal Charge on withdrawals of all or a portion of your Contract Value, unless it is waived under this Section. The Withdrawal Charge will vary according to the Contract Year during which the withdrawal is taken and is determined as shown in the table below.

In computing withdrawals, the Withdrawal Charge, if any, will be deemed a part of the withdrawal, but will not be received by you.

Contract Year	Withdrawal Charge (Percentage of Contract Value Withdrawn)
1st	9%
2nd	8%
3rd	7%
4th	6%
5th	5%
6th	4%
7th	3%
8th and later	0%

Each Contract Year is measured from the Issue Date of this contract.

**F. Full Withdrawal**

If you request a withdrawal of the entire Contract Value, we will pay you the full Withdrawal Value. For a full withdrawal, we calculate the Withdrawal Value as follows:

$$\begin{aligned}\text{Withdrawal Value} = \\ &\text{Contract Value } \textit{minus} \text{ Withdrawal Charge} \\ &\textit{minus} \text{ Outstanding Loan Balance(s)}\end{aligned}$$

We will pay the Withdrawal Value to you in a lump sum, less any applicable taxes.

Withdrawal of the entire Contract Value will result in termination of the contract in accordance with Section 11, and we have no further obligation.

**G. Partial Withdrawal**

You may withdraw a portion of the unloaned Contract Value. For a partial withdrawal, we calculate the Withdrawal Value as follows:

$$\begin{aligned}\text{Withdrawal Value} = &\text{Contract Value Withdrawn} \\ &\textit{minus} \text{ Withdrawal Charge}\end{aligned}$$

Some or all of the amount withdrawn may be eligible for a waiver of the Withdrawal Charge as described below.

No more than four (4) partial withdrawals are allowed in any twelve (12) month period, unless you take a form of systematic withdrawal as described below in Systematic Withdrawals. Unless we agree, on a nondiscriminatory basis, each partial withdrawal must be at least \$300, or \$100 for systematic withdrawals. Following a partial withdrawal, the remaining Contract Value must be at least the greater of a or b, where:

a = \$1,000; and

b =  $\frac{\text{Outstanding Loan Balance}}{85\%}$

The Outstanding Loan Balance, Withdrawal Charge, and any applicable taxes will not be included in the amount payable to you.

## H. Waiver of Withdrawal Charge

We will not apply the Withdrawal Charge:

1. To the portion of the withdrawal that represents the penalty free amount available in a twelve (12) month period. Each twelve (12) month period begins with the first withdrawal of that period.

The penalty free amount available at any point in time in a twelve (12) month period is determined by using the following formula:

**A x (B - C) - D**, where:

**A** = Penalty free withdrawal percentage of ten percent (10%).

**B** = Contract Value as of the date the first withdrawal occurs in the current twelve (12) month period.

**C** = Current Outstanding Loan Balance at the time of withdrawal.

**D** = Total penalty free amount withdrawn in the current twelve (12) month period prior to the time of withdrawal.

Up to four (4) penalty free withdrawals are available in each twelve (12) month period.

If any withdrawal during a twelve (12) month period causes the total amount withdrawn to exceed the penalty free amount available, the amount withdrawn in excess will be subject to a Withdrawal Charge.

2. If the distribution is paid upon your death.
3. To any portion of the Contract Value used to purchase an Annuity Payout Option under this contract.
4. On any withdrawal taken after the fifth (5th) Contract Year, and you are eligible for a distribution and have separated from service after attaining age fifty-five (55).
5. On any withdrawal made to comply with minimum distribution requirements of Code Section 401(a)(9) as amended, and any applicable regulations thereunder. This waiver applies only to withdrawals needed for this contract to meet the minimum distribution requirements.
6. For withdrawals taken if you:
  - a. Become disabled within the meaning of IRC Section 72(m)(7) after the Issue Date of this contract;
  - b. Are receiving Social Security disability or state long-term disability benefits; and
  - c. Notify us in writing of the disability prior to receiving the withdrawal.
7. If you are legally permitted to take a withdrawal, and if you have been confined to a Licensed Hospital or qualified Long Term Care Facility after the Issue Date for a period of sixty (60) consecutive days prior to your request. Satisfactory proof of your confinement period will be required. To qualify, the Long Term Care Facility must:
  - a. Be licensed by an appropriate licensing agency to provide nursing care;
  - b. Provide 24-hour-a-day nursing services;
  - c. Have a doctor available for emergency situations;
  - d. Have a nurse on duty or on call at all times;
  - e. Maintain clinical records; and
  - f. Have appropriate methods for administering drugs.

8. If you are legally permitted to take a withdrawal, if you develop a Terminal Illness, and request a full withdrawal equal to the Death Benefit.

The benefit is payable based on your Terminal Illness. Only one benefit will be paid under this provision. The benefit is payable in lieu of any other benefit payable under this contract.

The benefit will be determined as of the date the Notice of Terminal Illness is received at our Service Center. Upon payment of the benefit this contract terminates in accordance with the terms of the contract.

In order for a Terminal Illness benefit to be payable the following conditions must be met:

- a. Diagnosis of Terminal Illness must occur prior to the Start Date; and
- b. Notice acceptable to us must be received prior to the Start Date and during your lifetime.

No benefit under this provision will be paid if your Terminal Illness results from intentional self-inflicted injuries.

#### **I. Systematic Withdrawals**

You may request in writing that partial withdrawals be made on a monthly, quarterly, semi-annual or annual basis. Each of these withdrawals is subject to the minimum and maximum payment amounts described above.

Any request to terminate Systematic Withdrawal payments must be made in writing.

#### **J. Deduction of Third Party Administrator (TPA) Fees**

Upon written direction from an Employer sponsoring a 403(b) Plan, and upon confirmation from the Employer that such deduction is permitted under the terms of its Plan, we will deduct from the Contract Value amounts specified by the Employer to pay costs associated with a third party administrator engaged by the Employer to administer the Plan in accordance with its terms, the Code and Treasury Regulations. We will deduct such amounts at the frequency specified by the Employer, provided such frequency is agreed to by us. We will not retain any such amounts deducted but will pay them to the third party administrator as directed by the Employer. Such deductions will not be subject to Withdrawal Charges.

If an Employer does not direct such deductions, we may in our discretion elect to pay all or a part of third party administrator expenses of the Employer's Plan in accordance with Section 6O of the contract (Plan Administration Subsidy).

#### **K. Direct Rollover**

A participant or the surviving spousal Beneficiary of a deceased participant (or a participant's spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in Code Section 402(c)(4)) from the Plan paid directly to an eligible retirement plan (as defined in Code Section 402(c)(8)(B)) or paid directly to a Roth individual retirement annuity or a Roth individual retirement account as a qualified rollover contribution (as defined in Code Section 408A(e)), as specified by the participant, Beneficiary or spouse in a direct rollover. A distribution to a Beneficiary who at the time of the participant's death was neither the spouse of the participant nor the spouse or former spouse of the participant who is an alternate payee under a qualified domestic relations order may elect to have any portion of an eligible rollover distribution directly rolled over only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Code Section 408(d)(3)(C)), to the extent permitted under the Plan.

Eligible rollover distributions are subject to any applicable Withdrawal Charges.

**L. Qualified Domestic Relations Order**

As permitted by the Code and applicable regulations and subject to any applicable Withdrawal Charges, we may permit withdrawals to an alternate payee pursuant to a QDRO described in IRC Section 414(p).

**M. Federal Taxes**

Some or all of the withdrawal, including any Premium Bonus, may be income on which you must pay tax. We must report such income according to the tax laws. We may also be required to withhold taxes from amounts otherwise payable. In addition, there may be tax penalties if you make a withdrawal before age 59 1/2.

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**Section 5 - Annuity Benefits**

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**A. Application of Contract Value**

Upon receipt of your written request for an Annuity Payout, we apply all or a portion of the unloaned Contract Value to provide an Annuity Payout. If the amount to be annuitized on the date the Annuity Payout is scheduled to begin is less than \$2,000, we may pay the Withdrawal Value of the amount to be annuitized in a lump sum. We reserve the right to deduct premium taxes, if applicable, and other state or federal taxes from the Contract Value on any Annuity Payout Date, as required by law.

**B. Annuity Payout Options**

You may select an Annuity Payout by sending us a written request. Your request must be received by us at least thirty (30) days before the Annuity Payout is scheduled to begin. If you have not selected a required minimum distribution payment method, we will provide an Annuity Payout Option of life with ten (10) year period certain to you at age eighty-five (85), unless we are notified otherwise in writing.

The following options are available for Annuity Payouts:

**Annuity Payout Option 1.**

**Installments for Life with or without a Fixed Period Certain.**

We will pay the proceeds in equal installments for as long as the Annuitant lives. If a 120-month Fixed Period Certain is chosen, we guarantee to make payments for at least 120 months. If the Annuitant dies before the end of the 120-month Fixed Period Certain, we will pay the remaining guaranteed payments to the person selected by the Owner to receive such payments.

For each \$1,000 of Contract Value applied, the Annuity Payout Option 1 Table in this Section 5 shows the guaranteed minimum rate for each installment under an Annuity Payout. The rate depends upon:

1. Whether the 120-month Fixed Period Certain is chosen; and
2. The Annuitant's adjusted age on his/her birthday nearest the date the first installment is due.

**Annuity Payout Option 2.**

**Joint and Survivor Annuity Payout.**

We will pay the proceeds in equal installments for as long as either the Annuitant or the joint Annuitant is alive.

For each \$1,000 of Contract Value applied, the Annuity Payout Option 2 Table in this Section 5 shows the guaranteed minimum rate for each installment at various ages under an Annuity Payout.

**Annuity Payout Option 3.**

We will pay the proceeds in equal installments over a minimum length of time of five (5) years. The maximum length of time that we will pay equal installments is thirty (30) years, but may not be longer than the life expectancy of the Annuitant. The Annuity Payout Option 3 Table is shown in this Section 5.

**Annuity Payout Option 4.**

We will pay the proceeds under any other Annuity Payouts that we may offer. Contact us for details.

**C. Change of Annuity Payout Date**

Unless we agree otherwise, the first Annuity Payout Date must be at least sixty (60) days after the Issue Date and is the first business day of the first calendar month in which an Annuity Payout will be made to you. You may change the date an Annuity Payout is scheduled to begin, including the Start Date, by giving us at least thirty (30) days written notice.

**D. Frequency and Amount of Payments**

Annuity Payouts will be made monthly unless we agree to a different payment schedule. We reserve the right to change the frequency of the annuity payments so that each payment will be at least \$20.

**E. Annuity Payouts**

The dollar amount of all payments is fixed during the entire period of annuity payments according to the provisions of the Annuity Payout Option selected.

Guaranteed minimum Annuity Payout Option 1 and 2 rates for Annuity Payouts are based upon one-and-a-half percent (1.5%) yearly interest and unisex rates derived from 1983 Table a. Guaranteed minimum Annuity Payout Option 3 rates for Annuity Payouts are based upon one-and-a-half percent (1.5%) yearly interest.

For purposes of calculating the guaranteed payments for a Fixed Annuity, the Annuitant's and joint Annuitant's adjusted age will be used. The Annuitant's and joint Annuitant's adjusted age is his or her age as of the birthday closest to the date that the Annuity Payouts begin, reduced by three (3) years for Annuity Payouts that begin during the period of time from January 1, 2010 through December 31, 2019. The Annuitant's and joint Annuitant's age will be reduced by one (1) additional year for Annuity Payouts occurring each succeeding decade.

Other Annuity Payout rates may be available. Contact us for details.

**F. Payment of Present Value**

Following the death of the Annuitant and any joint Annuitant under an Annuity Payout, we may offer the Beneficiary payment of the present value of the unpaid remaining guaranteed payments if he/she chooses not to continue the Annuity Payout. If the present value is payable, we calculate it this way:

1. We determine the number of unpaid remaining guaranteed payments when we receive proof of death.
2. We discount the remaining guaranteed payments at the rate specified in the terms of the Annuity Payout.



**ANNUITY PAYOUT OPTION 1 TABLE (Unisex)**

Installments for Life with or without a Fixed Period Certain  
Monthly Income for Each \$1,000 of Contract Value

**Payments Guaranteed for a Stated Period of Months**

<b>Adjusted Age of Annuitant</b>	<b>Fixed Period in Months</b>	
	<b>None</b>	<b>120</b>
50	\$3.13	\$3.12
51	3.20	3.18
52	3.27	3.25
53	3.34	3.32
54	3.42	3.40
55	3.50	3.48
56	3.59	3.56
57	3.68	3.64
58	3.78	3.74
59	3.88	3.83
60	3.99	3.93
61	4.10	4.04
62	4.23	4.15
63	4.36	4.27
64	4.50	4.40
65	4.65	4.53
66	4.81	4.67
67	4.98	4.81
68	5.16	4.97
69	5.36	5.13
70	5.57	5.29
71	5.80	5.47
72	6.04	5.65
73	6.31	5.84
74	6.60	6.04
75	6.91	6.24
76	7.24	6.44
77	7.61	6.64
78	8.00	6.85
79	8.42	7.05
80	8.88	7.24
81	9.38	7.43
82	9.92	7.62
83	10.50	7.79
84	11.13	7.95
85	11.81	8.09

Rates are based on mortality from 1983 Table a. Rates for ages and guarantee periods not shown will be provided on request and will be computed on a basis consistent with the rates in the above table.

**ANNUITY PAYOUT OPTION 2 TABLE (Unisex)**

Joint and Survivor Annuity  
Monthly Income for Each \$1,000 of Contract Value

Adjusted Age of Annuitant	Joint Annuitant's Adjusted Age							
	50	55	60	65	70	75	80	85
50	\$2.74	\$2.85	\$2.94	\$3.01	\$3.06	\$3.09	\$3.11	\$3.12
55	2.85	3.01	3.16	3.27	3.36	3.42	3.45	3.48
60	2.94	3.16	3.37	3.56	3.71	3.82	3.89	3.94
65	3.01	3.27	3.56	3.84	4.09	4.30	4.44	4.54
70	3.06	3.36	3.71	4.09	4.48	4.84	5.12	5.32
75	3.09	3.42	3.82	4.30	4.84	5.40	5.92	6.31
80	3.11	3.45	3.89	4.44	5.12	5.92	6.74	7.48
85	3.12	3.48	3.94	4.54	5.32	6.31	7.48	8.69

Rates for ages not shown will be provided on request and will be computed on a basis consistent with the rates in the above table.

### ANNUITY PAYOUT OPTION 3 TABLE

Guaranteed Minimum Monthly Installments  
for Each \$1,000 of Contract Value

No. of Years Payable	Amount of Installments
	Monthly
5	\$17.28
6	14.51
7	12.53
8	11.04
9	9.89
10	8.96
11	8.21
12	7.58
13	7.05
14	6.59
15	6.20
16	5.85
17	5.55
18	5.27
19	5.03
20	4.81
21	4.62
22	4.44
23	4.28
24	4.13
25	3.99
26	3.86
27	3.75
28	3.64
29	3.54
30	3.44

Annual, semi-annual and quarterly installments may be selected and shall be actuarially equivalent.

**A. Beneficiary Change**

You have the right to name a Beneficiary on the application. You may name a Beneficiary who cannot be changed without his/her consent. This is an irrevocable Beneficiary.

You may add a Beneficiary or change the Beneficiary by written request during your lifetime if:

1. The contract is in force; and
2. We have the written consent of each irrevocable Beneficiary.

If there is more than one (1) Beneficiary, we pay them in equal shares unless you have requested otherwise in writing.

Any addition or change of Beneficiary should be sent to our Service Center referenced on the cover page. The addition or change will take effect on the date you signed the request. But, it will not affect any payment or action we make before we receive and record that request.

**B. Beneficiaries' Succession of Interest**

If no Beneficiary is named or if no Beneficiary survives you, we will pay your estate.

If a Beneficiary dies before receiving his/her full share, if any, we will pay his/her share in the following order, unless you requested otherwise in writing:

1. To any surviving Beneficiary, in the same class of Beneficiary;
2. To any Contingent Beneficiary;
3. To the Beneficiary's surviving spouse;
4. Equally to the Beneficiary's surviving children; or
5. To the Beneficiary's estate.

**C. Effect of Law and Plan Documents**

This contract is established under a Plan of the Employer pursuant to Code Section 403(b).

The Company shall rely upon the Employer's representations regarding the contents of the applicable Plan document, except as otherwise agreed to by the Company. The Company shall rely upon instructions of the Employer and/or its designee in permitting contributions to and making distributions for this contract (including distributions due to loans, Annuity Payouts, qualified domestic relations orders, hardship withdrawals and systematic distributions options) in accordance with the terms of the Plan.

To the extent provided for in the Treasury Regulations, the Employer and/or its designee is responsible for sharing with the Company information that is necessary for the Company to administer this contract in accordance with the terms of the Plan, Code and the Treasury Regulations, including information necessary for the Company to satisfy its withholding and information reporting obligations under the Code with respect to this contract. Except to the extent otherwise agreed between the Company and the Employer and/or its designee, the Company shall share with the Employer and/or its designee information regarding this contract that the Employer and/or its designee requests for purposes of ensuring adherence to the terms of the Plan.

**D. Evidence of Survival and Misstatement of Age**

Before we make any payments to you or your Beneficiary under this contract, we may require proof of the Annuitant's existence and age. If age has been misstated, the Required Distribution Date and/or Start Date will be adjusted to reflect the true age.

If age has been misstated and payments have begun under an Annuity Payout, we will change the amounts payable to what the Annuitant is entitled to at the true age. If the misstatement caused us to make an overpayment, we will deduct that amount from future payments. If the misstatement caused us to make an underpayment, we will pay that amount immediately. We will neither credit nor charge interest in such situations.

**E. Incontestability**

This contract has a two-year contestable period running from its Issue Date. After this contract has been in force for two (2) years from its Issue Date, we cannot claim that the contract is void unless the contract has been terminated in accordance with Section 11.

**F. Interest on Death Benefit**

Any Death Benefit paid under this contract will include interest until the Death Benefit is paid at a rate not less than that required by law.

**G. Minimum Benefits**

This contract is governed by the laws of the state in which it is delivered. We guarantee that all annuity values, cash withdrawal values and death proceeds will always be as much as required by the laws of that state.

**H. Nonparticipating**

The contract does not share in our profits or surplus. No dividends are paid under this contract.

**I. Nonforfeitable and Nontransferable**

The contract is nontransferable within the meaning of Code Section 401(g) and the rights of the participant under the contract are nonforfeitable.

**J. Payments and Settlements**

All payments and settlements we make are payable from our Service Center. We may require that this contract be returned before payments and settlements are made.

**K. Proof of Death**

We accept any of the following as proof of death:

1. A certified copy of a death certificate;
2. A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
3. Any other proof satisfactory to us.

**L. Protection of Proceeds**

Payments we make under this contract may not be assigned before they are due and, except as permitted by law, are not subject to claims of creditors or legal process.

**M. Tax Withholding**

We will withhold taxes from any payment made when required by law or regulation.

**N. Yearly Statement**

At least once each Contract Year, we will send you a report showing the Contract Value and, if applicable, any Outstanding Loan Balance. This report will provide any other information required under applicable law or regulation.

**O. Plan Administration Subsidy**

We may provide Plan administration services to the Employer. Such services may be offered at no or reduced cost. We may also subsidize all or a portion of the Employer's Plan administration expenses by paying certain costs associated with the Employer's Plan administration personnel and/or certain costs associated with a third party administrator engaged by the Employer to administer the Plan in accordance with its terms, the Code and the Treasury Regulations. We shall have no obligation to agree to Plan Administration Subsidy requests, and unless otherwise agreed to in advance by us and the Employer, we may limit or terminate the subsidy with respect to an Employer's Plan at our sole discretion. Plan administration subsidies will be paid only to the extent requested by the Employer and agreed to by us in writing. We will determine the availability of a Plan Administration Subsidy on a basis that is not unfairly discriminatory.

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**Section 7 - Payments at Death**

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**A. General**

At the Beneficiary's election, distribution of all or part of the Death Benefit may be deferred to the extent allowed by law or IRS regulation.

**B. Death Benefit**

Before the Start Date, the Death Benefit will equal the Contract Value less the amount of any Outstanding Loan Balance.

The amount of the Death Benefit, if any, on or after the Start Date, is governed by the Annuity Payout in effect on your death.

**C. Payment of Death Benefit**

Before we pay the Death Benefit, we will require proof of death and a request for a single sum payment or an Annuity Payout. If a single sum payment of the Death Benefit is elected, we will make payment immediately. If an Annuity Payout is requested, it may be any Annuity Payout that could have been selected under Section 5 and which is permitted by Code Section 401(a)(9), 403(b)(10) and the regulations thereunder.

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**Section 8 - Restrictions on Distributions**

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**A. Required Distributions and Incidental Benefits**

Distributions from this contract must be made in accordance with the required minimum distribution rules of Code Sections 403(b)(10) and 401(a)(9) and may be taken in the form of an annuity option or other method permitted by the contract and the Plan. Distributions from and benefits under this contract also must satisfy the requirements relating to incidental benefits under Section 1.401-1(b)(1)(ii) of the Income Tax Regulations. All such rules are incorporated herein by reference.

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**Section 9 - Loans**

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**A. General**

Loans are granted (1) as permitted by the Plan, (2) subject to the terms and conditions of the loan agreement, and (3) in accordance with the provisions of this Section.

A loan may affect the interest credited to the Contract Value in the future, either up or down. We reserve the right to delay issuing a loan for up to six (6) months.

Any Outstanding Loan Balance and any applicable contract charges will not be included in the amount available under the contract for payment upon death, withdrawal or election of an annuity option.

The maximum number of loans is as provided under the loan agreement and as otherwise provided by applicable law and regulations and by the terms of the Plan. On a non-discriminatory basis, we reserve the right to restrict loans after you reach age 70 1/2.

We reserve the right as provided under the contract and as otherwise provided by applicable law and regulations, to (i) not permit new loans or (ii) reduce the maximum amounts that may be borrowed.

We have a prior lien against the contract for any money owed us under it. Our lien is superior to the claim of any assignee or other person.

Interest credited to the loaned portion of the Contract Value will never be less than three percent (3%).

## **B. Amount Available for Loan**

Prior to an election of an annuity option or attaining age 70 1/2, the amount available for loan is limited to the Contract Value attributable to the Purchase Payment(s) and Premium Bonus, subject to any Plan vesting limits as determined by the Employer or its designee.

The minimum loan amount is defined in the loan agreement.

(1.) For plans subject to ERISA, the maximum loan amount is the lesser of:

- (i) Fifty percent (50%) of the vested Contract Value, which includes any current Outstanding Loan Balance, reduced by the amount of any Outstanding Loan Balance on the loan effective date; or
- (ii) Fifty thousand dollars (\$50,000) reduced by the highest Outstanding Loan Balance for the preceding twelve (12) months ending on the day before the loan effective date.

(2.) For plans not subject to ERISA, the maximum loan amount is the lesser of:

- (i) Fifty thousand dollars (\$50,000) reduced by the highest Outstanding Loan Balance for the preceding twelve (12) months; or
- (ii) The lesser of (i) the Withdrawal Value; or (ii) the greater of ten thousand dollars (\$10,000) or fifty percent (50%) of the vested Contract Value reduced by the amount of any Outstanding Loan Balance on the loan effective date.

The total amount of all outstanding loans cannot exceed fifty thousand dollars (\$50,000).

If the amount of a loan violates applicable IRS requirements, the amount of the loan in excess of the applicable limitation will be reported to the IRS as a distribution.

We reserve the right to not permit a new loan if an outstanding loan is in default.

## **C. Loan Interest Rate**

The Loan Interest Rate we charge on a loan will never be greater than eight percent (8%) on an annual basis.

## **D. Loan Repayment**

A loan may be repaid as described in the loan agreement, or paid in full at any time.

## **E. Loan Default**

If we do not receive a loan payment as required, the entire loan balance will be in default, will be reported to the Internal Revenue Service (IRS) on IRS Form 1099-R for the year that the default occurred and will be treated as follows:

- (1.) If the amount of the Contract Value available for distribution is sufficient to repay (a) the entire loan balance plus (b) any Withdrawal Charge due on the entire loan balance, that amount is deducted from the Contract Value; or

- (2.) If the amount of the Contract Value available for distribution is not sufficient to repay (a) the entire loan balance plus (b) any Withdrawal Charge due on the entire loan balance, the interest will continue to be charged on the defaulted amount (e.g., the entire loan balance) until it is repaid in its entirety or until the Contract Value is sufficient to repay the total amount due in (a) and (b) above. This will generally be when you reach age 59 1/2 or have a severance from employment.

**F. Security of Loan**

A portion of the Contract Value equal to the Outstanding Loan Balance will be segregated as security for the loan. This portion of the Contract Value will continue to earn interest as described in the contract.

---

**Section 10 - Amendment and Disclaimer**

**A. Amendment**

By accepting this contract, you give us the right to amend the contract in order to include any future changes relating to this contract's remaining qualification for treatment as an annuity contract under the following:

1. The Code; and
2. IRS rulings, regulations, and requirements.

Any amendment to this contract will be filed with and approved by the appropriate state insurance department, if required, before becoming effective.

**B. Disclaimer**

We shall be under no obligation for any of the following:

1. To determine whether a Purchase Payment, distribution or transfer under the contract complies with the provisions, terms and conditions of each Plan, if applicable, or with applicable law; or
2. For any tax penalties owed by any party resulting from failure to comply with the Code and IRS rulings, regulations, and requirements applicable to this contract.

---

**Section 11 - Termination**

This contract will end on the earliest of the following:

1. When the entire Withdrawal Value is withdrawn on or before the Start Date;
2. When the Contract Value is paid in a lump sum as the Death Benefit before the Start Date.

If permitted by law, we reserve the right to terminate the contract if you have not made a Purchase Payment for a period of two (2) full consecutive years and any annuity benefits at the Start Date would be less than \$20 per month. In that situation, we will pay you the current Contract Value. When we terminate pursuant to this provision, we do not deduct any charges at withdrawal.







**INDIVIDUAL FIXED DEFERRED  
ANNUITY CONTRACT**

Nonparticipating

ANNUITY PAYABLE AT START DATE  
FLEXIBLE PURCHASE PAYMENTS

**NOTICE**

To make Purchase Payments, make a claim,  
or exercise your rights under this contract, please write or call us at:

**ING SERVICE CENTER**

P.O. Box 5050  
Minot, North Dakota 58702-5050  
or  
2000 21st Avenue NW  
Minot, North Dakota 58703-0890  
877-884-5050

Please include your contract number in all correspondence.

**RELIASTAR LIFE INSURANCE COMPANY**

A Stock Company  
20 Washington Avenue South  
Minneapolis, Minnesota 55401



## ReliaStar Life Insurance Company

### ROTH 403(b) ENDORSEMENT

This Endorsement is part of your contract. The provisions of this Endorsement supersede any conflicting provisions in your contract or in any prior endorsements or riders (collectively, the "contract").

This Endorsement amends the contract to which it is attached to qualify it as a designated Roth 403(b) as described under Code Section 402A.

#### Section 1 - Definitions

Delete the contract's definitions of Purchase Payments and Restricted Elective Deferrals and replace with the following:

**Purchase Payments.** All purchase payments must be designated Roth contributions made by salary reduction, intra-plan exchanges into the contract from another 403(b) Roth account under the Plan, transfer or rollover payments paid to us from a Roth account under another tax-sheltered annuity or custodial account for regulated investment company stock that qualifies under Code Section 403(b), or rollovers from an eligible retirement plan described in Code Section 402(c)(8)(B).

**Restricted Elective Deferrals.** Restricted Elective Deferrals means elective deferral contributions made pursuant to a salary reduction agreement as employee designated Roth contributions within the meaning of Code Section 402A(c)(1), and the earnings on such contributions.

#### Section 3 - Purchase Payments

##### C. Contribution Limits

The following sentence is added at the end of the section:

Designated Roth contributions made by salary reduction are considered elective deferral contributions for the purposes of the above contribution limits.

#### Section 4 B - Withdrawal Restrictions

The following is added at the end of Section 4B.

##### Roth 403(b) – Qualified Distributions

A partial or full withdrawal of Purchase Payments made by salary reduction and earnings credited on those Purchase Payments, provided such withdrawal is permitted under Sections 4(B)(1) through 4(B)(7), will be excluded from income if it is a qualified distribution which means:

- a. the withdrawal occurs after the 5-taxable year period measured from the earlier of:
  - (i) the first taxable year you made a designated Roth contribution to any designated Roth account established for you under the same applicable retirement plan as defined in Code Section 402(A), or
  - (ii) if a rollover contribution was made to this contract from a designated Roth account previously established for you under another applicable retirement plan, the first taxable year for which you made a designated Roth contribution to such previously established accounts; and
- b. the withdrawal occurs after you attain age 59 1/2, die (payment to your beneficiary), or become disabled as defined by the Code.

## Section 9 - Loans

Loans are not available under this contract. To the extent loans are described in the contract, this section is deleted. Any reference to loans, Outstanding Loan Balance, or accumulated loan interest is hereby deleted everywhere it appears throughout the contract.

**Section 10 A - Amendment** is deleted and restated as follows:

### Amendment

By accepting this contract, you give us the right to amend the contract to include any future changes required to maintain the contract as a designated Roth 403(b) annuity contract under the following:

- (1.) The Code; and
- (2.) IRS rulings, regulations, and requirements.

Any amendment to this contract will be filed with and approved by the appropriate state insurance department, if required, before becoming effective.

All other terms and conditions of the contract remain unchanged.

The Effective Date of this Endorsement is the Effective Date of the contract.



President  
ReliaStar Life Insurance Company



# RELIASTAR LIFE INSURANCE COMPANY

A Stock Company  
Home Office  
20 Washington Avenue South  
Minneapolis, MN 55401

## RIGHT TO EXAMINE AND CANCEL CONTRACT

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The Owner can request information at any time from the Company regarding the benefits and provisions of this contract. If for any reason you are not satisfied with the contract you may return it within thirty (30) days of receipt. You may cancel this contract by giving written notice of cancellation to ING Service Center, PO Box 5050, Minot, ND, 58702-5050 (Service Center), or to the agent from whom you bought the contract and by returning the contract before midnight of the thirtieth (30th) day after the date you receive the contract. As soon as you return it, we will consider it void from the start and refund the full amount of any Purchase Payments we received for this contract. We will not refund any Premium Bonus applied to this contract.

This page, the following pages, the application and any incorporated endorsements make up the entire contract. This contract is a legal contract and constitutes the entire legal relationship between the Company and the Owner.

## NOTICE

This contract is a legal contract between you and ReliaStar Life Insurance Company. READ YOUR CONTRACT CAREFULLY.

We will make Annuity Payouts subject to the terms of this contract. You may change the Start Date, the Annuity Payout Option, or both, as shown in the contract.

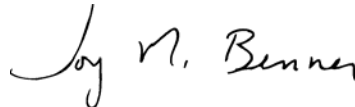
If you die while this contract is in effect, we will pay the Death Benefit when we receive written notice of death.

We issue this contract in consideration of the attached application and the payment of the Purchase Payments according to the terms of this contract.

The provisions on the following pages are a part of this contract, which is issued at Minneapolis, Minnesota.



President



Secretary

APPROVED \_\_\_\_\_

**INDIVIDUAL FIXED DEFERRED ANNUITY CONTRACT**  
**Nonparticipating**  
**FLEXIBLE PURCHASE PAYMENTS**  
**ANNUITY PAYABLE AT START DATE**



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# RELIASTAR LIFE INSURANCE COMPANY

## CONTRACT DATA PAGE

[INDIVIDUAL RETIREMENT ANNUITY]

### CONTRACT INFORMATION

**CONTRACT NUMBER** [123456789]

**OWNER** [John Doe]

**ISSUE DATE** [04/01/10]

<b>Minimum Initial Purchase Payment</b>	[\$10,000 to \$50,000]
<b>Maximum Purchase Payment Without Prior Approval</b>	[\$500,000 to \$1,000,000]
<b>Guaranteed Minimum Interest Rate</b>	[1.00% - 3.00% ] (annual effective yield)
<b>Premium Bonus</b>	[3.00% - 6.00%] (available only on Purchase Payments made in the first Contract Year.)



## Section 1 - Definitions

---

**Annuitant.** The person whose life determines the Annuity Payouts payable under the contract at the Start Date. The Owner is always the Annuitant.

**Annuity Payout.** A series of periodic payments to the Annuitant which do not vary in amount and are guaranteed as to principal and interest.

**Annuity Payout Date.** Unless we agree otherwise, the first business day of any calendar month in which an Annuity Payout is made under the contract.

**Beneficiary.** The person(s) named by you to receive any payments after your death.

**Code.** The Internal Revenue Code of 1986, as amended.

**Contingent Beneficiary.** The person(s) you name to become the Beneficiary if the Beneficiary dies before the Owner.

**Contract Anniversary.** The same day and month as the Issue Date each year that this contract remains in force.

**Contract Value.** The total of the Purchase Payments plus any Premium Bonus paid under this contract plus interest credited, but less any previous withdrawals, amounts used to provide Annuity Payouts and any applicable taxes.

**Contract Year.** Each twelve (12) month period starting with the Issue Date of the contract, and each Contract Anniversary after that.

**Intermediate Care Facility.** A facility which:

1. Is primarily engaged in providing, in addition to room and board, basic care under the supervision of a Physician;
2. Provides continuous basic care including physical, emotional, social and other restorative services twenty four (24) hours a day by or under the supervision of a Registered Nurse, or a Licensed Practical Nurse; and
3. Maintains a daily medical record of each patient.

**Licensed Hospital.** A Licensed Hospital means the following:

1. Is licensed as a hospital by the state in which it is located;
2. Is supervised by a staff of licensed Physicians; and
3. Operates primarily for the care and treatment of sick and injured inpatients for a charge

**Licensed Practical Nurse.** A state licensed practical or vocational nurse (L.P.N.).

**Long Term Care Facility.** A Long Term Care Facility means any of the following:

1. A Skilled Nursing Facility;
2. An Intermediate Care Facility; or
3. A Residential Care Facility.

**A Long Term Care Facility** does not mean any of the following:

1. An institution that primarily treats drug addiction or alcoholism;
2. A home for the aged or mentally ill;
3. A community living center; or
4. An institution that provides residency or retirement care.

**Natural Person.** A living human being.

**Notice of Terminal Illness.** A written statement acceptable to us, signed by a Physician, which:

1. Gives the Physician's diagnosis of your noncorrectable medical condition;
2. Includes documentation supported by clinical, radiological or laboratory evidence of the condition; and
3. States that, with reasonable medical certainty, the noncorrectable medical condition will result in your death in six (6) months or less from the date of the Notice.

At our expense, we reserve the right to have a Physician of our choosing examine you. In the event the Physician we choose provides a different diagnosis of your medical condition, we reserve the right to rely on the Notice from the Physician of our choosing.

**Owner (you, your).** The person named on the Contract Data Page to hold this contract and to exercise all rights and privileges under it. Joint Owners are not permitted.

**Physician.** An individual who is licensed to practice medicine and treat illness or injury in the state which the treatment is received and who is acting within the scope of that license.

**Premium Bonus.** A percentage of an applicable Purchase Payment(s) that is credited to your contract by us. This amount is in addition to the Purchase Payment(s). A Premium Bonus will only be credited on Purchase Payments received during the first Contract Year.

**Purchase Payments.** The contributions or payments attributed to the contract, less applicable taxes, if any, as required by law. Purchase Payments are subject to the limitations of the Code and the contract.

**Registered Nurse.** A state licensed registered graduate professional nurse (R.N.).

**Residential Care Facility.** A facility which:

1. Provides care primarily to meet the basic personal needs (such as feeding or personal hygiene) under the supervision of a Registered Nurse, a Licensed Practical Nurse, or a Licensed Vocational Nurse; and
2. Can provide such care to three (3) or more persons.

**Skilled Nursing Facility.** A facility which:

1. Is primarily engaged in providing, in addition to room and board, professional services under the supervision of a Physician;
2. Provides continuous skilled nursing service twenty four (24) hours a day by or under the supervision of a Registered Nurse; and
3. Maintains a daily medical record of each patient.

**Start Date.** The date on which the entire Contract Value is used to purchase an Annuity Payout.

**Terminal Illness.** A disability defined as a noncorrectable medical condition that, with reasonable medical certainty, will result in your death in six (6) months or less from the date of Notice of Terminal Illness signed by a Physician.

**we, us, our.** ReliaStar Life Insurance Company at its Home Office in Minneapolis, Minnesota.

**written, in writing.** A written request or notice signed, dated, and received at an address designated by us in a form we accept. You may ask us for the forms.

## Section 2 - The Contract

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### A. The Contract

The entire contract includes this contract, the Contract Data Page, the application, and any attached endorsements. All statements made by or on behalf of anyone covered by this contract are representations and not warranties. Only material misstatements found in the attached application may be used to cancel this contract or as our defense if we refuse to pay a claim.

### B. Modification of Contract

Only our President or Secretary may change this contract on our behalf. No agent or any other person may change this contract. Any change must be in writing.

## Section 3 - Purchase Payments

---

### A. General

Purchase Payments must be in cash or a cash equivalent and are payable at our Service Center. We consider any payment we receive to be a Purchase Payment.

You may make Purchase Payments at any time before the Start Date while the contract is in force. The initial Purchase Payment must at least equal the minimum as shown on the Contract Data Page. You may vary the amount and frequency of additional Purchase Payments, subject to the limits on IRA contributions described below, but they must be at least \$50 per payment, unless we waive this minimum on a nondiscriminatory basis. We may choose not to accept an additional Purchase Payment(s), on a nondiscriminatory basis, if the additional Purchase Payment(s) cause(s) the total of all Purchase Payments received for this contract to exceed \$500,000.

### B. Limitations on IRA Contributions

1. The contribution must be in cash or a cash equivalent. The contribution is subject to any limitations set forth in the contract.

Except in the case of a qualified rollover as permitted by Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 457(e)(16), or 408(d)(3), the contribution shall not exceed \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under the Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

The contract shall accept a rollover contribution of an amount that is considered an eligible rollover distribution in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B). Such a rollover contribution may include an amount that would be otherwise includible in income (pre-tax contributions) or an amount that is not includible in income (post-tax contributions), or both. The contract shall not account for pre-tax and post-tax contributions separately.

2. Notwithstanding the contribution limitations above, if you are age fifty (50) or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
3. In addition the amounts described below, a contribution permitted under the contract may include an individual's repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the two (2) year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

No contribution will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two (2) year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.

No contribution may be made on your behalf for the tax year you reach age 70 1/2 and any year thereafter.

You have the sole responsibility for determining whether the contribution meets applicable income tax requirements.

If we receive a contribution greater than that permitted by law, you may make a written request to withdraw the excess in accordance with the Code, subject to applicable tax penalties.

#### **C. Premium Taxes**

Some states impose a premium tax that may affect your Contract Value. If premium taxes are applicable in your state, we reserve the right to deduct those taxes from the Purchase Payment(s) upon receipt or from the Contract Value at a later date.

#### **D. Interest Crediting**

We will credit interest to the Contract Value beginning on the date we receive your Purchase Payment(s) until it is withdrawn. Interest will be credited and compounded daily to the Contract Value using the daily equivalents of effective yearly interest rates. This refers to the yield that results after interest has compounded daily for a full year.

We guarantee an effective yearly interest rate called the Guaranteed Minimum Interest Rate, which is shown on the Contract Data Page. We may credit interest in excess of the Guaranteed Minimum Interest Rate. Any interest rate in excess of the Guaranteed Minimum Interest Rate will be declared at the beginning of the period for which it is payable.

In setting interest rates, we consider many factors, including, but not limited to investment yield rates, taxes, contract persistency, and other experience factors. There may be more than one interest rate in effect at any time under this contract.

#### **E. Failure to Make Purchase Payments**

If Purchase Payments stop, this contract will stay in force and continue to earn interest until it is terminated in accordance with the terms of this contract.

#### **F. Premium Bonus**

We will credit a Premium Bonus equal to a percentage of each Purchase Payment received in the first Contract Year. The applicable percentage is shown on the Contract Data Page. Each Premium Bonus will be credited on the date we receive the associated Purchase Payment. We will credit interest on each Premium Bonus beginning on the date the Premium Bonus is credited to your contract.

## Section 4 - Withdrawals

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### A. General

You may request a full or partial withdrawal by sending us a written request. We reserve the right to deduct premium taxes, if applicable, and other state or federal taxes from the Contract Value on the date the withdrawal is taken. Withdrawals may be subject to a Withdrawal Charge as described below.

By law, we have the right to defer payment of withdrawals for up to six (6) months from the date we receive your request after making written request and receiving written approval of the Insurance Commissioner.

### B. Order of Withdrawal

Withdrawals will be made on a last-in, first-out basis. The most recent Purchase Payment, Premium Bonus and interest accrued thereon will be the first to be withdrawn from the Contract Value.

### C. Withdrawal Charge

We may assess a Withdrawal Charge on withdrawals of all or a portion of your Contract Value, unless it is waived under this Section. The Withdrawal Charge will vary according to the Contract Year during which the withdrawal is taken and is determined as shown in the table below.

In computing withdrawals, the Withdrawal Charge, if any, will be deemed a part of the withdrawal, but will not be received by you.

Contract Year	Withdrawal Charge (Percentage of Contract Value Withdrawn)
1st	9%
2nd	8%
3rd	7%
4th	6%
5th	5%
6th	4%
7th	3%
8th and later	0%

Each Contract Year is measured from the Issue Date of this contract.

### D. Full Withdrawal

If you request a withdrawal of the entire Contract Value, we will pay you the full Withdrawal Value. For a full withdrawal, we calculate the Withdrawal Value as follows:

$$\text{Withdrawal Value} = \text{Contract Value} \text{ minus Withdrawal Charge}$$

We will pay the Withdrawal Value to you in a lump sum, less any applicable taxes.

Withdrawal of the entire Contract Value will result in termination of the contract in accordance with Section 10, and we have no further obligation.



## **E. Partial Withdrawal**

You may withdraw a portion of the Contract Value. For a partial withdrawal, we calculate the Withdrawal Value as follows:

$$\text{Withdrawal Value} = \text{Contract Value Withdrawn} \\ \text{minus Withdrawal Charge}$$

Some or all of the amount withdrawn may be eligible for a waiver of the Withdrawal Charge as described below.

No more than four (4) partial withdrawals are allowed in any twelve (12) month period, unless you take a form of systematic withdrawal as described below in Systematic Withdrawals. Unless we agree, on a nondiscriminatory basis, each partial withdrawal must be at least \$300, or \$100 for systematic withdrawals. Following a partial withdrawal, the remaining Contract Value must be at least \$1,000.

Any Withdrawal Charges and applicable taxes will not be included in the amount payable to you.

## **F. Waiver of Withdrawal Charge**

We will not apply the Withdrawal Charge:

1. To the portion of the withdrawal that represents the penalty free amount available in a twelve (12) month period. Each twelve (12) month period begins with the first withdrawal of that period.

The penalty free amount available at any point in time in a twelve (12) month period is determined by using the following formula:

**A x B - C**, where:

**A** = Penalty free withdrawal percentage of ten percent (10%).

**B** = Contract Value as of the date the first withdrawal occurs in the current twelve (12) month period.

**C** = Total penalty free amount withdrawn in the current twelve (12) month period prior to the time of withdrawal.

Up to four (4) penalty free withdrawals are available in each twelve (12) month period.

If any withdrawal during a twelve (12) month period causes the total amount withdrawn to exceed the penalty free amount available, the amount withdrawn in excess will be subject to a Withdrawal Charge.

2. If the distribution is paid upon your death.
3. To any portion of the Contract Value used to purchase an Annuity Payout Option under this contract.
4. On any withdrawal made to comply with minimum distribution requirements of Code Section 401(a) (9) as amended, and any applicable regulations thereunder. This waiver applies only to withdrawals needed for this contract to meet the minimum distribution requirements.
5. For withdrawals taken if you:
  - a. Become disabled within the meaning of IRC Section 72(m)(7) after the Issue Date of this contract;
  - b. Are receiving Social Security disability or state long-term disability benefits; and
  - c. Notify us in writing of the disability prior to receiving the withdrawal.

6. If you have been confined to a Licensed Hospital or qualified Long Term Care Facility after the Issue Date for a period of sixty (60) consecutive days prior to your request. Satisfactory proof of your confinement period will be required. To qualify, the Long Term Care Facility must:
- a. Be licensed by an appropriate licensing agency to provide nursing care;
  - b. Provide 24-hour-a-day nursing services;
  - c. Have a doctor available for emergency situations;
  - d. Have a nurse on duty or on call at all times;
  - e. Maintain clinical records; and
  - f. Have appropriate methods for administering drugs.

7. If you develop a Terminal Illness, and request a full withdrawal equal to the Death Benefit.

The benefit is payable based on your Terminal Illness. Only one benefit will be paid under this provision. The benefit is payable in lieu of any other benefit payable under this contract.

The benefit will be determined as of the date the Notice of Terminal Illness is received at our Service Center. Upon payment of the benefit this contract terminates in accordance with the terms of the contract.

In order for a Terminal Illness benefit to be payable the following conditions must be met:

- a. Diagnosis of Terminal Illness must occur prior to the Start Date; and
- b. Notice acceptable to us must be received prior to the Start Date and during your lifetime.

No benefit under this provision will be paid if your Terminal Illness results from intentional self-inflicted injuries.

#### **G. Systematic Withdrawals**

You may request in writing that partial withdrawals be made on a monthly, quarterly, semi-annual or annual basis. Each of these withdrawals is subject to the minimum and maximum payment amounts described above.

Any request to terminate Systematic Withdrawal payments must be made in writing.

#### **H. Federal Taxes**

Some or all of the withdrawal, including any Premium Bonus, may be income on which you must pay tax. We must report such income according to the tax laws. We may also be required to withhold taxes from amounts otherwise payable. In addition, there may be tax penalties if you make a withdrawal before age 59 1/2.

### **Section 5 - Annuity Benefits**

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#### **A. Application of Contract Value**

Upon receipt of your written request for an Annuity Payout, we apply all or a portion of the Contract Value to provide an Annuity Payout. If the amount to be annuitized on the date the Annuity Payout is scheduled to begin is less than \$2,000, we may pay the Withdrawal Value of the amount to be annuitized in a lump sum. We reserve the right to deduct premium taxes, if applicable, and other state or federal taxes from the Contract Value on any Annuity Payout Date, as required by law.

## **B. Annuity Payout Options**

You may select an Annuity Payout by sending us a written request. Your request must be received by us at least thirty (30) days before the Annuity Payout is scheduled to begin. If you have not selected a required minimum distribution payment method, we will provide an Annuity Payout Option of life with ten (10) year period certain to you at age eighty-five (85), unless we are notified otherwise in writing.

The following options are available for Annuity Payouts:

### **Annuity Payout Option 1.**

#### **Installments for Life with or without a Fixed Period Certain.**

We will pay the proceeds in equal installments for as long as the Annuitant lives. If a 120-month Fixed Period Certain is chosen, we guarantee to make payments for at least 120 months. If the Annuitant dies before the end of the 120-month Fixed Period Certain, we will pay the remaining guaranteed payments to the person selected by the Owner to receive such payments.

For each \$1,000 of Contract Value applied, the Annuity Payout Option 1 Table in this Section 5 shows the guaranteed minimum rate for each installment under an Annuity Payout. The rate depends upon:

1. Whether the 120-month Fixed Period Certain is chosen; and
2. The Annuitant's adjusted age on his/her birthday nearest the date the first installment is due.

### **Annuity Payout Option 2.**

#### **Joint and Survivor Annuity Payout.**

We will pay the proceeds in equal installments for as long as either the Annuitant or the joint Annuitant is alive.

For each \$1,000 of Contract Value applied, the Annuity Payout Option 2 Table in this Section 5 shows the guaranteed minimum rate for each installment at various ages under an Annuity Payout.

### **Annuity Payout Option 3.**

We will pay the proceeds in equal installments over a minimum length of time of five (5) years. The maximum length of time that we will pay equal installments is thirty (30) years, but may not be longer than the life expectancy of the Annuitant. The Annuity Payout Option 3 Table is shown in this Section 5.

### **Annuity Payout Option 4.**

We will pay the proceeds under any other Annuity Payouts that we may offer. Contact us for details.

## **C. Change of Annuity Payout Date**

Unless we agree otherwise, the first Annuity Payout Date must be at least sixty (60) days after the Issue Date and is the first business day of the first calendar month in which an Annuity Payout will be made to you. You may change the date an Annuity Payout is scheduled to begin, including the Start Date, by giving us at least thirty (30) days written notice.

## **D. Frequency and Amount of Payments**

Annuity Payouts will be made monthly unless we agree to a different payment schedule. We reserve the right to change the frequency of the annuity payments so that each payment will be at least \$20.

## **E. Annuity Payouts**

The dollar amount of all payments is fixed during the entire period of annuity payments according to the provisions of the Annuity Payout Option selected.

Guaranteed minimum Annuity Payout Option 1 and 2 rates for Annuity Payouts are based upon one-and-a-half percent (1.5%) yearly interest and sex-distinct rates derived from 1983 Table a. Guaranteed minimum Annuity Payout Option 3 rates for Annuity Payouts are based upon one-and-a-half percent (1.5%) yearly interest.

For purposes of calculating the guaranteed payments for a Fixed Annuity, the Annuitant's and joint Annuitant's adjusted age will be used. The Annuitant's and joint Annuitant's adjusted age is his or her age as of the birthday closest date that the Annuity Payouts begin, reduced by three (3) years for Annuity Payouts that begin during the period of time from January 1, 2010 through December 31, 2019. The Annuitant's and joint Annuitant's age will be reduced by one (1) additional year for Annuity Payouts occurring each succeeding decade.

Other Annuity Payout rates may be available. Contact us for details.

**F. Payment of Present Value**

Following the death of the Annuitant and any joint Annuitant under an Annuity Payout, we may offer the Beneficiary payment of the present value of the unpaid remaining guaranteed payments if he/she chooses not to continue the Annuity Payout. If the present value is payable, we calculate it this way:

1. We determine the number of unpaid remaining guaranteed payments when we receive proof of death.
2. We discount the remaining guaranteed payments at the rate specified in the terms of the Annuity Payout.

# **ANNUITY PAYOUT OPTION 1 TABLE**

Installments for Life with or without a Fixed Period Certain  
Monthly Income for Each \$1,000 of Contract Value

## **Payments Guaranteed for a Stated Period of Months**

Adjusted Age of Annuitant	Fixed Period of Months			
	Male		Female	
	None	120	None	120
50	\$ 3.43	\$ 3.40	\$ 3.08	\$ 3.07
51	3.51	3.48	3.14	3.13
52	3.59	3.55	3.21	3.20
53	3.68	3.64	3.28	3.26
54	3.77	3.72	3.36	3.34
55	3.87	3.81	3.44	3.41
56	3.97	3.91	3.52	3.49
57	4.08	4.01	3.61	3.58
58	4.20	4.11	3.70	3.67
59	4.32	4.23	3.80	3.76
60	4.45	4.34	3.91	3.86
61	4.59	4.47	4.02	3.96
62	4.74	4.60	4.14	4.07
63	4.90	4.73	4.26	4.19
64	5.07	4.87	4.40	4.31
65	5.26	5.02	4.54	4.44
66	5.45	5.17	4.69	4.57
67	5.66	5.33	4.86	4.72
68	5.88	5.50	5.03	4.87
69	6.12	5.67	5.22	5.03
70	6.38	5.84	5.43	5.19
71	6.65	6.02	5.65	5.37
72	6.94	6.20	5.89	5.55
73	7.25	6.39	6.15	5.74
74	7.58	6.57	6.43	5.93
75	7.94	6.76	6.73	6.14
76	8.32	6.94	7.06	6.34
77	8.73	7.12	7.41	6.55
78	9.18	7.29	7.80	6.76
79	9.65	7.46	8.22	6.97
80	10.15	7.62	8.67	7.17
81	10.69	7.78	9.16	7.37
82	11.27	7.92	9.69	7.56
83	11.88	8.05	10.27	7.73
84	12.53	8.18	10.90	7.90
85	13.22	8.29	11.57	8.05

Rates are based on mortality from 1983 Table a. Rates for ages and guarantee periods not shown will be provided on request and will be computed on a basis consistent with the rates in the above table.

**ANNUITY PAYOUT OPTION 2 TABLE**

Joint and Survivor Annuity  
Monthly Income for Each \$1,000 of Contract Value

Male Adjusted Age	Female Adjusted Age							
	50	55	60	65	70	75	80	85
50	\$2.80	\$2.95	\$3.08	\$3.19	\$3.28	\$3.34	\$3.38	\$3.40
55	2.89	3.08	3.28	3.45	3.59	3.70	3.77	3.82
60	2.95	3.20	3.46	3.71	3.94	4.13	4.26	4.35
65	3.00	3.28	3.60	3.95	4.30	4.62	4.87	5.03
70	3.03	3.34	3.72	4.15	4.64	5.13	5.56	5.89
75	3.05	3.38	3.79	4.30	4.92	5.61	6.30	6.89
80	3.06	3.40	3.84	4.40	5.12	6.00	7.00	7.98
85	3.07	3.42	3.87	4.46	5.25	6.29	7.58	9.00

Rates for ages not shown will be provided on request and will be computed  
on a basis consistent with the rates in the above table.

**ANNUITY PAYOUT OPTION 3 TABLE**

Guaranteed Minimum Monthly Installments  
for Each \$1,000 of Contract Value

No. Of Years Payable	Amount of Installments
	Monthly
5	\$17.28
6	14.51
7	12.53
8	11.04
9	9.89
10	8.96
11	8.21
12	7.58
13	7.05
14	6.59
15	6.20
16	5.85
17	5.55
18	5.27
19	5.03
20	4.81
21	4.62
22	4.44
23	4.28
24	4.13
25	3.99
26	3.86
27	3.75
28	3.64
29	3.54
30	3.44

Annual, semi-annual and quarterly installments may be selected and shall be actuarially equivalent.

**A. Beneficiary Change**

You have the right to name a Beneficiary on the application. You may name a Beneficiary who cannot be changed without his/her consent. This is an irrevocable Beneficiary.

You may add a Beneficiary or change the Beneficiary by written request during your lifetime if:

1. The contract is in force; and
2. We have the written consent of each irrevocable Beneficiary.

If there is more than one (1) Beneficiary, we pay them in equal shares unless you have requested otherwise in writing.

Any addition or change of Beneficiary should be sent to our Service Center referenced on the cover page. The addition or change will take effect on the date you signed the request. But, it will not affect any payment or action we make before we receive and record that request.

**B. Beneficiaries' Succession of Interest**

If no Beneficiary is named or if no Beneficiary survives you, we will pay your estate.

If a Beneficiary dies before receiving his/her full share, if any, we will pay his/her share in the following order, unless you requested otherwise in writing:

1. To any surviving Beneficiary, in the same class of Beneficiary;
2. To any Contingent Beneficiary;
3. To the Beneficiary's surviving spouse;
4. Equally to the Beneficiary's surviving children; or
5. To the Beneficiary's estate.

If your Beneficiary is your surviving legal spouse, the spouse may treat the contract as his or her own IRA in accordance with Section 8B.

**C. Evidence of Survival and Misstatement of Age and Sex**

Before we make any payments to you or your Beneficiary under this contract, we may require proof of the Annuitant's existence, age and sex. If age has been misstated, the Start Date will be adjusted to reflect the true age.

If age or sex has been misstated and payments have begun under an Annuity Payout, we will change the amounts payable to what the Annuitant is entitled to at the true age and sex. If the misstatement caused us to make an overpayment, we will deduct that amount from future payments. If the misstatement caused us to make an underpayment, we will pay that amount immediately. We will neither credit nor charge interest in such situations.

**D. Incontestability**

This contract has a two-year contestable period running from its Issue Date. After this contract has been in force for two (2) years from its Issue Date, we cannot claim that the contract is void unless the contract has been terminated in accordance with Section 10.

**E. Interest on Death Benefit**

Any Death Benefit paid under this contract will include interest until the Death Benefit is paid at a rate not less than that required by law.



**F. Minimum Benefits**

This contract is governed by the laws of the state in which it is delivered. We guarantee that all annuity values, cash withdrawal values and death proceeds will always be as much as required by the laws of that state.

**G. Nonparticipating**

The contract does not share in our profits or surplus. No dividends are paid under this contract.

**H. Exclusive Benefit**

The contract is established for your exclusive benefit and the exclusive benefit of your Beneficiaries. You cannot name a different Owner for the contract. You may not borrow money from the contract. You cannot sell, assign, pledge or use as collateral or as security for the performance of an obligation or for any other purpose, your interest in the contract to any person other than the issuer of the contract or to a spouse incident to divorce under the provisions of Code Section 408(d)(6). Your entire interest in the contract is nonforfeitable.

**I. Payments and Settlements**

All payments and settlements we make are payable from our Service Center. We may require that this contract be returned before payments and settlements are made.

**J. Proof of Death**

We accept any of the following as proof of death:

1. A certified copy of a death certificate;
2. A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
3. Any other proof satisfactory to us.

**K. Protection of Proceeds**

Payments we make under this contract may not be assigned before they are due and, except as permitted by law, are not subject to claims of creditors or legal process.

**L. Tax Withholding**

We will withhold taxes from any payment made when required by law or regulation.

**M. Yearly Statement**

At least once each Contract Year, we will send you a report showing the Contract Value. This report will provide any other information required under applicable law or regulation.

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**Section 7 - Payments at Death**

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**A. General**

At the Beneficiary's election, distribution of all or part of the Death Benefit may be deferred to the extent allowed by law or IRS regulation.

**B. Death Benefit**

Before the Start Date, the Death Benefit will equal the Contract Value.

The amount of the Death Benefit, if any, on or after the Start Date, is governed by the Annuity Payout in effect on your death.

### **C. Payment of Death Benefit**

Before we pay the Death Benefit, we will require proof of death and a request for a single sum payment or an Annuity Payout. If a single sum payment of the Death Benefit is elected, we will make payment immediately. If an Annuity Payout is requested, it may be any Annuity Payout that could have been selected under Section 5 and which is permitted by Section 8.

## **Section 8 - IRA Distribution Requirements**

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### **A. General**

All distributions will be made in accordance with the requirements of Code Section 408(b)(3) as amended and applicable regulations there under, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an Annuity Payout (except for any acceleration), then distribution of the interest in the IRA as described in this section must satisfy the requirements of Code Section 408(a)(6) and the regulations there under, rather than this section and Sections 8B and 8C.

You must elect to commence the distributions of your entire interest no later than April 1 of the calendar year following the calendar year in which you attain age 70 1/2. An exception to this rule is that you may tell us in writing that you are using another acceptable source under federal law to meet distribution requirements.

The first required payment can be made as late as April 1 of the year following the year the individual attains age 70 1/2 and must be the payment that is required for one (1) payment interval. Distributions for each calendar year after the year you become 70 1/2 (including the year of your required beginning date) must be made by each December 31.

You or your Beneficiary, as applicable, have the sole responsibility for telling us when to begin distributions and requesting a distribution that complies with applicable law.

Such distribution will be payable in equal amounts, no less frequently than annually.

Distributions will be made:

1. In a lump sum;
2. Over your life;
3. Over the lives of you and your designated Beneficiary;
4. Over a period certain not exceeding your life expectancy; or
5. Over a period certain not exceeding the joint and last survivor life expectancy of you and your designated Beneficiary.

Distributions must be either non-increasing or they may increase only as provided in under applicable Federal Income Tax Regulations.

If your entire interest is to be distributed in other than a single lump sum, the minimum amount to be distributed each year will be determined according to Code Section 408(b)(3). The distribution will start on the required beginning date and will continue each year thereafter.

The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and 8 of Section 1.408-8 of the Income Tax Regulations and the actuarial present value of any additional benefits provided under this contract.

For purposes of distributions following your death, required distributions are considered to commence on your required beginning date or, if applicable, on the date distributions are required to begin to your surviving spouse as described in 8B. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

## **B. Death Benefit Before the Required Start Date**

Generally, if you die before required distributions have begun, the entire interest must be distributed no later than December 31 of the calendar year in which the fifth anniversary of your death occurs.

However, proceeds which are payable to a named Beneficiary who is a Natural Person may be distributed in equal installments over:

1. The lifetime of the Beneficiary; or
2. A period not exceeding the remaining life expectancy of the Beneficiary, provided such distributions begins no later than December 31 following the calendar year in which your death occurred with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following your death.

If the Beneficiary is your surviving legal spouse, he or she may elect to receive equal or substantially equal distributions over the life or life expectancy of the surviving legal spouse. Distribution to your surviving legal spouse must begin on or before the later of December 31 of the calendar year immediately following the calendar year in which you died or December 31 of the calendar year in which you would have attained age 70 1/2 . If your surviving legal spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of your spouse's death, over your spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of your spouse or, if elected, will be distributed in accordance with this Section 8B. If your surviving legal spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

If the Beneficiary is your surviving legal spouse, the spouse may treat the contract as his or her own IRA. This election will be deemed to have been made if such surviving legal spouse makes a regular IRA contribution to the contract, makes a rollover to or from the contract or fails to elect to receive a distribution in accordance to the above provisions of this Section 8B applicable to a Beneficiary who is your surviving legal spouse. Distributions under the surviving legal spouse's own IRA are subject to any applicable Withdrawal Charges.

## **C. Death Benefit On or After the Required Start Date**

If you die after required distributions of your interest have begun, the remaining portion of such interest will continue to be distributed under the contract option chosen.

## **D. Determining Life Expectancy For Distributions**

Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a) (9)-9 of the Income Tax Regulations. If distributions are being made to a surviving legal spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in Section 8B above and reduced by one (1) for each subsequent year.

## Section 9 - Amendment and Disclaimer

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### A. Amendment

By accepting this contract, you give us the right to amend the contract in order to include any future changes relating to this contract's remaining qualification for treatment as an annuity contract under the following:

1. The Code; and
2. IRS rulings, regulations, and requirements.

Any amendment to this contract will be filed with and approved by the appropriate state insurance department, if required, before becoming effective.

### B. Disclaimer

We will be under no obligation for any of the following:

1. For any tax or tax penalties an Owner, Annuitant, or Beneficiary may owe resulting from failure to comply with the requirements imposed by the Code or by any other applicable federal or state law, rule or regulation;
2. To determine whether the contribution, distribution, or transfer under the contract complies with the provisions, terms, and conditions of any plan or with applicable law, rule or regulation;
3. To determine any plan, including, without limitation, any provisions required by the Retirement Equity Act of 1984;
4. To provide any notification or reports required to be made by an employer or any other entity;
5. To verify or make provisions to ensure that the contribution was received by us within any deadlines prescribed by law or otherwise; or
6. To effect the correction of any excess contribution.

## Section 10 - Termination

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This contract will end on the earliest of the following:

1. When the entire Withdrawal Value is withdrawn on or before the Start Date;
2. When the Contract Value is paid in a lump sum as the Death Benefit before the Start Date.

If permitted by law, we reserve the right to terminate the contract if you have not made a Purchase Payment for a period of two (2) full consecutive years and any annuity benefits at the Start Date would be less than \$20 per month. In that situation, we will pay you the current Contract Value. When we terminate pursuant to this provision, we do not deduct any charges at withdrawal.





**INDIVIDUAL FIXED DEFERRED  
ANNUITY CONTRACT**

Nonparticipating

ANNUITY PAYABLE AT START DATE  
FLEXIBLE PURCHASE PAYMENTS

**NOTICE**

To make Purchase Payments, make a claim,  
or exercise your rights under this contract, please write or call us at:

**ING SERVICE CENTER**

P.O. Box 5050  
Minot, North Dakota 58702-5050  
or  
2000 21st Avenue NW  
Minot, North Dakota 58703-0890  
877-884-5050

Please include your contract number in all correspondence.

**RELIASTAR LIFE INSURANCE COMPANY**

A Stock Company  
20 Washington Avenue South  
Minneapolis, Minnesota 55401





**ReliaStar Life Insurance Company**

**Code Section 408A "Roth IRA" Endorsement**

This Endorsement is used to enable this contract to meet the qualification requirements for a Roth Individual Retirement Annuity under Code Section 408A. The following provisions amend the terms of the contract, and the terms of the Endorsement shall prevail in case of a conflict with the terms of the contract.

**Section 3B - Limitations on IRA Contributions**, is deleted in its entirety and restated as follows:

The contribution must be in cash or a cash equivalent. The contribution is subject to any limitations set forth in the contract.

Except in the case of a conversion IRA or a qualified rollover contribution as permitted by Code Section 408A(e), the contribution shall not exceed such dollar amounts as permitted by Code Section 219(b)(5)(A) or any higher limit allowed by law for any taxable year.

Notwithstanding the contribution limitations above, if you are age 50 or older, you may make catch-up contributions to the contract over and above the maximum contribution amount otherwise permitted each year to the extent permitted under Code Section 219(b)(5)(B).

In addition to the amounts described above, a contribution permitted under the contract may include an individual's repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

No contribution will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.

You may make contributions after you have attained age 70 1/2.

You have the sole responsibility for determining whether the contribution meets applicable income tax requirements.

If we receive a contribution greater than that permitted by law, you may make a written request to withdraw the excess in accordance with the Code, subject to applicable tax penalties.

**Section 4 - Withdrawals** The following is added at the end of this section:

If Distributions under this contract are not "qualified distributions," a penalty tax may result. Qualified distributions are defined in Code Section 408A and other applicable rules.

**Section 8 - IRA Distribution Requirements**, is deleted in its entirety and restated as follows:

**A. General**

Notwithstanding any provision of the contract to the contrary, the distribution of your interest shall be made in accordance with the requirements of Code Section 408(b)(3), as modified by Code Section 408A(c)(5), and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of your interest in the contract must satisfy the requirements of Code Section 408(a)(6), as modified by Code Section 408A(c)(5), and the regulations thereunder, rather than the distribution rules noted below.

## B. Distributions During Your Life

No amount is required to be distributed under Code Section 408A or Code Section 401(a)(9) prior to your death. However, if distributions commence under an Annuity Payout while you are alive, the Annuity Payout you elect will be limited as necessary so that any Annuity Payout made after your death will satisfy Section 8C below. In particular, unless otherwise permitted under applicable federal tax law and by us, payments under Annuity Payout Option 3 commencing during your life may not exceed the life expectancy of the designated Beneficiary.

## C. Distributions Upon Death

Upon your death, the entire Contract Value must be distributed at least as rapidly as follows:

- (1) If the designated Beneficiary is someone other than your surviving legal spouse, the remaining portion of the entire Contract Value must be distributed, starting by the end of the calendar year following the calendar year of your death, over the designated Beneficiary's life, or over a period not extending beyond the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the designated Beneficiary as of his or her birthday in the year following the year of your death, or if elected, in accordance with paragraph (3) below.
- (2) If the sole designated Beneficiary is your surviving legal spouse, the entire Contract Value must be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70 1/2, if later), over such spouse's life, or over a period not extending beyond the remaining life expectancy of the surviving spouse, or, if elected in accordance with paragraph (3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining Contract Value will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such designated Beneficiary's age as of his or her birthday in the year following the death of the spouse, or if elected, will be distributed in accordance with paragraph (3) below. If the surviving spouse dies after the required distributions commence to him or her, any remaining Contract Value will be distributed under the contract option chosen.
- (3) If there is no designated Beneficiary, or if applicable by operation of paragraph (1) or (2) above, the entire Contract Value must be distributed by the end of the calendar year containing the fifth anniversary of your death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the designated Beneficiary's age in the year specified in paragraph (1) or (2) above and reduced by 1 for each subsequent year. If distributions are made in the form of an annuity, life expectancy is not recalculated.
- (5) For purposes of this Section 8C, required distributions are considered to commence on the date distributions are required to begin to the surviving legal spouse under paragraph (2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the Start Date.

If you die prior to the Start Date and the sole designated Beneficiary is your surviving legal spouse, the spouse may elect to treat the contract as his or her own Roth IRA. This election will be deemed to have been made if the surviving legal spouse makes a contribution to the contract or fails to take required distributions as a Beneficiary.

**Section 9A - Amendment** is deleted in its entirety and restated as follows:

**Amendment**

By accepting this contract, you give us the right to amend the contract to include any future changes relating to this contract's remaining qualification for treatment as a Roth Individual Retirement Annuity contract under the following:

- (1) The Code: and
- (2) IRS rulings, regulations and requirements.

Any amendment to this contract will be filed with and approved by the appropriate state insurance department, if required, before becoming effective.

Endorsed and made a part of the contract as of the Effective Date.

A handwritten signature in black ink, appearing to read "David W. Butler". The signature is fluid and cursive, with the first name "David" being the most prominent.

President  
ReliaStar Life Insurance Company





<i>SERFF Tracking Number:</i>	<i>INGD-126641739</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>ReliaStar Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>45870</i>
<i>Company Tracking Number:</i>	<i>155581-10</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>155581-10</i>		
<i>Project Name/Number:</i>	<i>155581-10/155581-10</i>		

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b> Please see the attached flesch certification.		
<b>Attachment:</b> AR Cert .pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application		
<b>Comments:</b> The application to be used with these contracts is 137354, which was approved by your office on 12-11-09.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statement of Variability		
<b>Comments:</b> Please see attached statements.		
<b>Attachments:</b> TSA 155581 SOV.pdf IRA 155582 SOV.pdf		

**STATE OF ARKANSAS**  
**CERTIFICATION OF COMPLIANCE**

CARRIER: ReliaStar Life Insurance Company

FORM NUMBER(S)

FORM TITLE(S)

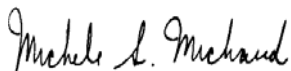
155581-10

Individual Annuity Contract 51.1

155582-10

Individual Annuity Contract 50.4

I hereby certify that to the best of my knowledge and belief the above form submission complies with Rule and Regulation 19s10 as well as all applicable requirements for the State of Arkansas.



\_\_\_\_\_  
Signature of Officer or Representative

Michele Michaud

Name

Contract Analyst

\_\_\_\_\_  
Title and/or Business Affiliation

5/27/10

\_\_\_\_\_  
Date

**MEMORANDUM OF VARIABLE MATERIAL**  
**For**  
**FORM No. 155581-10 Tax-Sheltered Fixed Annuity Contract, including**  
**Data Page 155581-10 DP**

<b>Reference</b>	<b>Variable Material</b>	<b>Bracketed Text</b>	<b>Explanation</b>
<b>CONTRACT 155581-10 DP Data Page</b>	Contract Information	Specimen Information	Specimen Information is shown within brackets in order to denote customer specific information that will be entered at time of contract issuance.
<b>CONTRACT 155581-10 DP Data Page</b>	Contract Type	Tax-Sheltered Annuity Contract	The type will change if the contract is sold as a ROTH 403b.
<b>CONTRACT 155581-10 DP Data Page</b>	Minimum Initial Purchase Payment	\$10,000 - \$50,000.	The range is \$10,000 to \$50,000 for the Minimum Initial Purchase Payment we will accept for this product. The current Minimum Initial Purchase Payment required is \$10,000 and that figure will appear on the Contract Data Page without brackets upon issuance to a customer. The Company would like to reserve the right to increase the Minimum Initial Purchase Payment, prospectively, to an amount as high as \$50,000. We may do this if we decide to limit or expand the product's availability to new sales based on market conditions. Such variability shall be administered in a uniform and nondiscriminatory manner and shall not result in unfair discrimination. Only one product variation will be made available in the market at any one time.
<b>CONTRACT 155581-10 DP Data Page</b>	Maximum Purchase Payment Without Prior Approval	\$500,000 - \$1,000,000.	The range is \$500,000 to \$1,000,000 for the Maximum Purchase Payment Without Prior Approval we will accept for this product. The current Maximum Purchase Payment Without Prior Approval required is \$500,000 and that figure will appear on the Contract Data Page without brackets upon issuance to a customer. The Company would like to reserve the right to increase the Maximum Purchase Payment Without Prior Approval,



			<p>prospectively, to an amount as high as \$1,000,000. We may do this if we decide to expand the product's availability to customers who want to invest more than the previously established minimum. Such variability shall be administered in a uniform and nondiscriminatory manner and shall not result in unfair discrimination. Only one product variation will be made available in the market at any one time</p>
<b>CONTRACT 155581-10 DP Data Page</b>	Guaranteed Minimum Interest Rate	1.00% - 3.00%	<p>The range may fluctuate in accordance with the NAIC Model Standard Nonforfeiture Law for Individual Deferred Annuities (SNLIDA). At the time of contract issuance, the actual Guaranteed Minimum Interest Rate will be displayed on the Contract Data Page, and that rate, always at least 1% and a maximum of 3%, will be set for the life of the contract. In no event will the rate displayed cause the surrender values to be less than the SNLIDA requirements.</p>
<b>CONTRACT 155581-10 DP Data Page</b>	Premium Bonus	3.00% - 6.00%	<p>We will credit a Premium Bonus equal to a percentage of each Purchase Payment received in the first Contract Year. The range is between 3% and 6%. The current percentage is 3% and that figure will appear on the Contract Data Page upon issuance to the customer. Any changes to the percentage will be administered in a uniform and non-discriminatory manner.</p>

**MEMORANDUM OF VARIABLE MATERIAL**

**For**

**FORM No. 155582-10 Individual Retirement Fixed Annuity Contract, including  
Data Page 155582-10 DP**

<b>Reference</b>	<b>Variable Material</b>	<b>Bracketed Text</b>	<b>Explanation</b>
<b>CONTRACT 155582-10 DP Data Page</b>	Contract Information	Specimen Information	Specimen Information is shown within brackets in order to denote customer specific information that will be entered at time of contract issuance.
<b>CONTRACT 155582-10 DP Data Page</b>	Contract Type	Individual Retirement Annuity.	This type will change if the contract is sold as a ROTH IRA.
<b>CONTRACT 155582-10 DP Data Page</b>	Minimum Initial Purchase Payment	\$10,000 - \$50,000.	The range is \$10,000 to \$50,000 for the Minimum Initial Purchase Payment we will accept for this product. The current Minimum Initial Purchase Payment required is \$10,000 and that figure will appear on the Contract Data Page without brackets upon issuance to a customer. The Company would like to reserve the right to increase the Minimum Initial Purchase Payment, prospectively, to an amount as high as \$50,000. We may do this if we decide to limit or expand the product's availability to new sales based on market conditions. Such variability shall be administered in a uniform and nondiscriminatory manner and shall not result in unfair discrimination. Only one product variation will be made available in the market at any one time.
<b>CONTRACT 155582-10 DP Data Page</b>	Maximum Purchase Payment Without Prior Approval	\$500,000 - \$1,000,000.	The range is \$500,000 to \$1,000,000 for the Maximum Purchase Payment Without Prior Approval we will accept for this product. The current Maximum Purchase Payment Without Prior Approval required is \$500,000 and that figure will appear on the Contract Data Page without brackets upon issuance to a customer. The Company would like to reserve the right to increase the Maximum Purchase Payment Without Prior Approval,

			<p>prospectively, to an amount as high as \$1,000,000. We may do this if we decide to expand the product's availability to customers who want to invest more than the previously established minimum. Such variability shall be administered in a uniform and nondiscriminatory manner and shall not result in unfair discrimination. Only one product variation will be made available in the market at any one time</p>
<b>CONTRACT 155582-10 DP Data Page</b>	Guaranteed Minimum Interest Rate	1.00% - 3.00%	<p>The range may fluctuate in accordance with the NAIC Model Standard Nonforfeiture Law for Individual Deferred Annuities (SNLIDA). At the time of contract issuance, the actual Guaranteed Minimum Interest Rate will be displayed on the Contract Data Page, and that rate, always at least 1% and a maximum of 3%, will be set for the life of the contract. In no event will the rate displayed cause the surrender values to be less than the SNLIDA requirements.</p>
<b>CONTRACT 155582-10 DP Data Page</b>	Premium Bonus	3.00% - 6.00%	<p>We will credit a Premium Bonus equal to a percentage of each Purchase Payment received in the first Contract Year. The range is between 3% and 6%. The current percentage is 3% and that figure will appear on the Contract Data Page upon issuance to the customer. Any changes to the percentage will be administered in a uniform and non-discriminatory manner.</p>